

**ITEL**

September 18, 1985

RECORDATION NO. 14165 Filed 1425

OCT 8 1985 10:00 AM ITEL RAIL CORPORATION

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

OCT 8 1985 12:10 PM

Honorable James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, DC 20423

5-281A067

FILE SECOND

Dear Mr. Bayne:

On behalf of Itel Rail Corporation, I submit for filing and recording, under 49 USC §11303(a) and the regulations promulgated thereunder, the enclosed four (4) executed counterparts of the following document:

Supplement No. 30

*this one is 14165-II*  
Please record this document under the Consolidated, Amended and Restated Equipment Trust Agreement, dated as of January 1, 1982, among Itel Corporation, Itel Rail Corporation and First Security Bank of Utah, N.A., which was recorded with the ICC on September 20, 1983 under ICC Recordation No. 14165. Cross-index this document to the Lease Agreement dated as of September 23, 1983, between Itel Rail Corporation and McCloud River Railroad Company, which was filed with the ICC on February 25, 1983 under Recordation No. 14569.

The names and addresses of the parties to the aforementioned are:

- |  |  |
|--|--|
| 1. Itel Corporation<br>55 Francisco Street<br>San Francisco, California 94133      | 3. First Security Bank of Utah, N.A.<br>Corporate Trust Division<br>79 South Main Street<br>Salt Lake City, Utah 84111 |
| 2. Itel Rail Corporation<br>55 Francisco Street<br>San Francisco, California 94133 |  |

The equipment covered by this Supplement is twenty-four (24) boxcars bearing reporting marks MR7153 - MR7176.

Also enclosed is a check for \$20.00 to cover the required filing fees for the Lease and Assignment of Lease.

Once filed, please return to the bearer the stamped counterpart of the documents not required for filing purposes together with the receipt and letter from the ICC acknowledging the filings.

Very truly yours,

*Denise M. Bottarini*

Denise M. Bottarini  
Senior Legal Assistant

*A. Chabner*  
cc: Howard Chabner  
Robert S. Clark  
J. Michael Kelly  
Ginny Hanger

09/04/85

FILE SECOND  
Please keep  
for  
ICE FILE  
COPY

RECORDATION NO. 14165-112  
Filed 1425

OCT 8 1985 12 20 PM

INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 30 TO THE CONSOLIDATED,  
AMENDED AND RESTATED EQUIPMENT TRUST AGREEMENT  
DATED AS OF JANUARY 1, 1982**

SUPPLEMENT NO. 30, dated September 17, 1985, to the Consolidated, Amended and Restated Equipment Trust Agreement, dated as of January 1, 1982 ("ETC Modification Agreement"), among **FIRST SECURITY BANK OF UTAH, N.A.**, as Trustee ("Trustee"), **ITEL CORPORATION** ("Itel") and **ITEL RAIL CORPORATION**, a Delaware corporation ("Itel Rail").

**WHEREAS**, Itel and First Security Bank of Utah, N.A. are parties to a certain equipment trust agreement dated as of February 1, 1978, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on March 21, 1978 ("1978 Series 2 Equipment Trust") and given recordation number 9291; and

**WHEREAS**, the 1978 Series 2 Equipment Trust has been consolidated, amended and restated in the ETC Modification Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on September 20, 1983 and given recordation number 14165; and

**WHEREAS**, Itel Rail is the successor in interest to Itel Corporation, Rail Division, pursuant to Itel's Amended Plan of Reorganization which became effective on September 19, 1983; and

**WHEREAS**, Itel Rail and the **CITY OF PRINEVILLE RAILROAD** ("COP") are parties to a Lease (as defined in the ETC Modification Agreement) of Equipment (as defined in the ETC Modification Agreement) dated as of April 26, 1977 (such Lease, together with any amendments or supplements thereto, called the "COP Lease"), pursuant to which Itel Rail leased to COP certain units of Trust Equipment (as defined in the ETC Modification Agreement) among which are units bearing reporting marks from within the series COP 7201 through and including COP 7399. Subsequently four units of Trust Equipment bearing reporting marks COP 7214, COP 7287, COP 7310 AND COP 7323 were destroyed; and

**WHEREAS**, pursuant to a Stipulation for Entry of Judgment Re: City of Prineville Railway executed on October 6, 1982, the COP Lease was terminated with respect to certain Equipment including twenty-four (24) units of Trust Equipment bearing reporting marks COP 7202, COP 7203, COP 7207, COP 7212, COP 7238, COP 7239, COP 7253, COP 7263, COP 7267, COP 7282, COP 7288, COP 7298, COP 7304, COP 7313, COP 7315, COP 7328, COP 7331, COP 7333, COP 7340, COP 7355, COP 7374, COP 7393, COP 7396 AND COP 7399 ("Terminated Trust Equipment").

**WHEREAS**, Itel Rail has leased these twenty-four (24) units of Terminated Trust Equipment to the **MC CLOUD RIVER RAILROAD COMPANY** ("MR") by means of a Lease dated September 23, 1983; and

WHEREAS, Itel Rail has changed the reporting marks of these twenty-four (24) units of Terminated Trust Equipment from the previous COP reporting marks to the current MR reporting marks as set forth in Exhibit A attached hereto; and

WHEREAS, Sections 4.07 and 6.07 of the ETC Modification Agreement require Itel Rail to file with the Interstate Commerce Commission a statement of current reporting marks substituted for any previous reporting marks of Trust Equipment through remarking of the Trust Equipment.

NOW, THEREFORE, pursuant to the covenants and promises contained in the ETC Modification Agreement, the parties agree as follows:

SECTION 1. Schedule 1E of the ETC Modification Agreement is supplemented by Exhibit A which reflects that the previous twenty-four (24) COP reporting marks have been changed and remarked with the current twenty-four (24) MR reporting marks.

SECTION 2. The only purposes of this instrument are to notify the Trustee of changes in the reporting marks of Trust Equipment subject to the ETC Modification Agreement as set forth in Exhibit A and to supplement Schedule 1A-1G of the ETC Modification Agreement. This instrument is not an amendment and it does not otherwise affect the terms and conditions of the ETC Modification Agreement.

SECTION 3. The provisions of this instrument shall be governed by the laws of the State of New York.

(Seal)

Attest:

Asst. Secretary

ITEL CORPORATION

By: *AED itri*

(Seal)

Attest:

Asst. Secretary

ITEL RAIL CORPORATION

By: *JP Hayes*

(Seal)

Attest:

Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A.

By: *Gael T. Ott*

Authorized Officer

EXHIBIT A  
CERTIFICATE OF REMARKING

<u>Units of Trust Equipment</u>	<u>Previous COP Reporting Marks</u>	<u>Current MR Reporting Marks</u>
24	COP 7202	MR 7153
	COP 7203	MR 7154
	COP 7207	MR 7155
	COP 7212	MR 7156
	COP 7238	MR 7157
	COP 7239	MR 7158
	COP 7253	MR 7159
	COP 7263	MR 7160
	COP 7267	MR 7161
	COP 7282	MR 7162
	COP 7288	MR 7163
	COP 7298	MR 7164
	COP 7304	MR 7165
	COP 7313	MR 7166
	COP 7315	MR 7167
	COP 7328	MR 7168
	COP 7331	MR 7169
	COP 7333	MR 7170
	COP 7340	MR 7171
	COP 7355	MR 7172
	COP 7374	MR 7173
	COP 7393	MR 7174
	COP 7396	MR 7175
	COP 7399	MR 7176

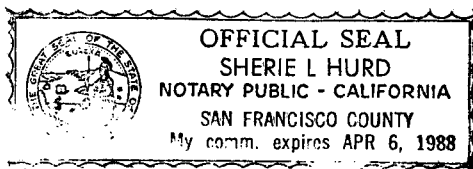
ITEL RAIL CORPORATION

By: \_\_\_\_\_

Authorized Officer

STATE OF CALIFORNIA       )  
                                      ) ss:  
COUNTY OF SAN FRANCISCO )

On this 17<sup>th</sup> day of September, 1985, before me personally appeared Arnold E. Pitri, to me personally known, who being by me duly sworn says that such person is Chief Operating Officer of Itel Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Sherie L. Hurd  
Notary Public

My commission expires:

April 6, 1988

STATE OF CALIFORNIA       )  
                                      ) ss:  
COUNTY OF SAN FRANCISCO )

On this 6 day of September, 1985, before me personally appeared Desmond Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



June R. Fouche  
Notary Public

STATE OF UTAH                    )  
  ) ss:  
COUNTY OF SALT LAKE        )

On this 24<sup>th</sup> day of September, 1985, before me personally appeared Val T. Oton, to me personally known, who being by me duly sworn says that such person is an authorized Officer of First Security Bank of Utah, N.A, a national banking association, that the foregoing instrument was signed and sealed on behalf of said national banking association signed by authority of its board of directors, and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

David B Smith  
Notary Public

My commission expires:

10-16-88